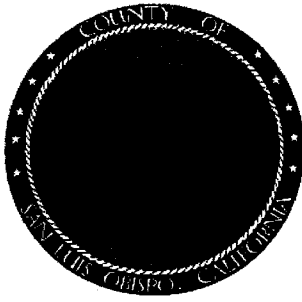


**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Information Technology		(2) MEETING DATE February 7, 2006		(3) CONTACT/PHONE Janette Pell (805) 781-5051	
(4) SUBJECT Request to approve an agreement with IronPoint to Purchase a Content Management System to House Content and Provide Search Capability for the Updated County of San Luis Obispo Website, and reallocate \$295,000 within the Countywide Automation Replacement Fund 266					
(5) SUMMARY OF REQUEST The current year budget contains funding to upgrade the County's website to make it more user friendly. The County has ordered hardware required to build an updated County-wide web solution and has completed the Request for Proposal process to identify the best Content Management System (CMS) to house the content and provide search capability for the updated website. IronPoint is the vendor who has been selected.					
(6) RECOMMENDED ACTION It is recommended that the Board: 1. Approve a \$119,500 contract with IronPoint to purchase a Content Management System 2. Approve the budget adjustment (within the Countywide Automation Fund) to reallocate \$295,000 as follows: a) \$119,500 from fixed assets to professional services for the IronPoint contract and b) \$175,500 from fixed assets to inter-departmental charges for ITD labor.					
(7) FUNDING SOURCE(S) Account 5050340 \$119,500; Account 5100190 \$175,500		(8) CURRENT YEAR COST \$295,000		(9) ANNUAL COST \$8,750	
(10) BUDGETED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A <input type="checkbox"/> NO					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): The following departments have been involved in the selection of this vendor and contract preparation: Assessor, Planning, Personnel, Clerk Recorder, Treasurer/Tax Collector/Public Administrator, Agriculture Commissioner, Health Agency, Administrative Office, Veterans' Services, Information Technology, County Counsel and County Purchasing.					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? ____ <input type="checkbox"/> Permanent ____ <input type="checkbox"/> Limited Term ____ <input type="checkbox"/> Contract ____ <input type="checkbox"/> Temporary Help ____					
(13) SUPERVISOR DISTRICT(S) <input type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input type="checkbox"/> 3rd, <input type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input checked="" type="checkbox"/> All			(14) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		
(15) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. ____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. ____)			(16) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(17) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: ____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(18) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input checked="" type="checkbox"/> 4/5th's Vote Required <input type="checkbox"/> N/A		
(19) ADMINISTRATIVE OFFICE REVIEW <div style="text-align: right; font-size: 1.5em; font-family: cursive;">B-280 2-7-06</div> <div style="text-align: center; font-size: 1.2em; font-family: cursive;">OK - Jim Grant</div>					



COUNTY OF SAN LUIS OBISPO
Information Technology Department

County Government Center Room 400, San Luis Obispo, CA 93408
(805) 781-5050 FAX: (805) 781-1388

Janette D. Pell, Chief Information Officer

Janette D. Pell

TO: BOARD OF SUPERVISORS

FROM: JANETTE PELL, CHIEF INFORMATION OFFICER

DATE: FEBRUARY 7, 2006

SUBJECT: REQUEST TO APPROVE AN AGREEMENT WITH IRONPOINT TO PURCHASE A CONTENT MANAGEMENT SYSTEM TO HOUSE CONTENT AND PROVIDE SEARCH CAPABILITY FOR THE UPDATED COUNTY OF SAN LUIS OBISPO WEB SITE AND REALLOCATE \$295,000 WITHIN THE COUNTYWIDE AUTOMATION REPLACEMENT FUND 266

SUMMARY

The current year budget contains funding to upgrade the County's website to make it more user friendly. A prototype of an updated public web site that presents information and services using a friendly, citizen-centric approach has been developed to make government information and services available and accessible to the public via the Internet. As an integral part of this effort, a scalable, standardized architecture will be implemented that positions the County to integrate services with other local, state, and federal government agencies.

The County has ordered hardware and has completed the Request for Proposal process to identify the best Content Management System (CMS) to house the content and provide search capability. IronPoint is the vendor who has been selected. The implementation of the Content Management system will enable the following:

- Web search capability
- The ability for departments to keep their web page content up-to-date
- Workflows to ensure that only authorized personnel can change web content
- Electronic forms
- The ability to comply with the Americans with Disabilities (ADA) Act (section 508)

This implementation will include the creation of a new County home page and website content migrations to the new service-oriented structure for the first ten departments

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who have chosen to participate. For the remaining departments, the new County pages will link to existing department web sites and these departments may migrate in a future project.

ADA compliance for brand new pages including the new County main page will be implemented; however, transforming existing documents and web sites to become 100% ADA compliant will be an ongoing effort by individual departments.

The updated County web site is expected to be publicly available in May of 2006.

RECOMMENDATION

It is recommended that your Board:

1. Approve the purchase of a Content Management System from IronPoint at a cost of \$119,500.
2. Approve the budget adjustment (within the Countywide Automation Fund) to reallocate \$295,000 as follows: a) \$119,500 from fixed assets to professional services for the IronPoint contract and b) \$175,500 from fixed assets to inter-departmental charges for ITD labor.

DISCUSSION

The San Luis Obispo County Grand Jury assessed the County services available via the Internet and ease of use of the County's web site. In their final report of 2004-2005 the Grand Jury noted room for improvement of the County's website. In response to the 2004-2005 Grand Jury Report regarding the County's website and Government Center signage that was presented to the Board in May 2005, ITD agreed with the Grand Jury's findings and committed to improving the County's web site by spring 2006.

The County Information Technology Department purchased hardware necessary to accommodate a service-oriented website. The purchase of content management system software will: 1) enable extensive search capability of the site which will allow the public to locate information and services more easily, 2) provide departments with the ability to keep their own web page content up-to-date. 3) establish workflows to ensure that only authorized personnel can change web content, 4) provide the capability for electronic forms to be used, and 5) help ensure compliance with the Americans with Disabilities Act (ADA) and Section 508.

This purchase can be completed by transferring funds from account 5500030 (Capital Outlay-Equipment) to the following accounts:

Account 5050340 (Professional Services), \$119,500
Account 5100190 (Inter-Department Charges), \$175,500

OTHER AGENCY INVOLVEMENT

The following departments have developed a new information architecture for their proposed service-oriented web pages and have been involved in the selection of IronPoint and the planned implementation of the updated website: Assessor, Planning, Personnel, Clerk Recorder, Treasurer/Tax Collector/Public Administrator, Agriculture Commissioner, Health Agency, Administrative Office, Veterans' Services, and Information Technology. Additionally, County Counsel has approved the contract as to form and legal effect and County Purchasing assisted in the Request for Proposal process.

FINANCIAL CONSIDERATIONS

Your Board approved the upgrade of the County's website in the current year budget in the amount of \$295,000. Implementation of a new County home page and website content migration to the new service-oriented structure for the first ten departments has been budgeted for by the Countywide Automation Replacement Fund. Of these funds, \$119,500 will be used to purchase the Content Management System and \$175,500 is for Information Technology labor utilized for the acquisition and implementation of this product. The \$295,000 was originally budgeted in the fixed asset account until the specific project costs were worked out. The funds now need to be reallocated into the specific areas identified above.

RESULTS

The anticipated results from the purchase and implementation of this content management system include:

- A better structured web site and search engine for citizens to navigate the County's services in a way that would help visitors to the sites easily locate the government information they are looking for without having to know the correct department or level of government
- Secured distribution to departments for management of web content which will result in the ability to have more current content available on the web site
- Content for County services presented both functionally and in service oriented views regardless of whether the citizen lives in the county, does business in the county, or is visiting the county
- The capability to offer electronic forms for constituents to use, thereby reducing the number trips to County Government facilities
- The ability for citizens to more easily be directed to other government entities for the services they are seeking
- Better compliance with the Americans with Disabilities Act (ADA) and Section 508, which will facilitate use of the County website by those who are disabled.

CONTRACT

FOR

eGOVERNMENT CONTENT MANAGEMENT SYSTEM, ACQUISITION AND IMPLEMENTATION

THIS CONTRACT is made and entered into by and between the County of San Luis Obispo ("County"), a public entity in the State of California, and IronPoint Technology Inc., a Canadian Corporation ("Contractor").

WITNESSETH:

WHEREAS, County is in need of certain special computer software licenses, computing systems hardware and components, maintenance and support services, training services, and professional consulting services; and

WHEREAS, Contractor has the certain special computer software, the right to issue a license for the software and has qualified staff who are trained, experienced, expert and competent to provide special maintenance, support, training and professional consulting services for the appropriate fees and the terms and conditions hereinafter set forth; and

WHEREAS, Contractor has different skills and products than can be produced by County civil service; and

WHEREAS, in accordance with Government Code 31000 special administrative services may be contracted; and

WHEREAS, the purpose of this contract is to provide a comprehensive information technology solution for County departments, a special administrative service;

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree as follows:

1. **Scope of Work and Services.** Contractor agrees to provide to County and perform for County the services set forth in Exhibits A "Scope of Work and Services" and Exhibits A-1 through A-6, attached hereto and incorporated herein by reference as if set forth in full at this point, all pursuant to the terms and conditions hereinafter set forth. The following areas identify the scope of work and services categories.

A. Software Licenses. Contractor agrees to provide software licenses as described in Exhibit A-1 "Software Licenses" and Exhibit F "IronPoint V7 Base Product Description", attached hereto and incorporated herein by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit B-1 "Software License Costs."

B. Specified Third Party Products. Contractor agrees to install, configure, test, and implement the third party products necessary for the successful delivery, installation, configuration, and full implementation of the technology solution in accordance with the terms and conditions as set forth in Exhibit A-2 "Specified Third Party Products", attached hereto by reference as if set forth in full at this point.

C. Professional Consulting Services. Contractor agrees to perform professional consulting services including, where applicable, installation services, equipment configuration services, software customization services, data migration and/or conversion services, business process consulting services, integration services, and other implementation services as described and set forth in Exhibit A-3 "Professional Consulting Services", attached hereto by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit B-3 "Professional Consulting Services Costs." Professional training with specific measurable results will be provided with the product.

D. Training Services. Contractor agrees to perform the training services described in Exhibit A-4 "Training Services", attached hereto by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit B-4 "Training Costs."

E. Maintenance and Support Services. Contractor agrees to provide maintenance and support services in accordance with the terms and conditions as set forth in Exhibit A-5 "Maintenance and Support Services", attached hereto by reference as if set forth in full at this point and in accordance with the compensation as set forth in Exhibit B-5 "Maintenance and Support Service Costs."

2. Compensation. County will compensate Contractor for supplying the product and performing said services in accordance with Exhibit B "Compensation" and Exhibits B-1 through B-5, attached hereto and incorporated herein by reference as if set forth in full at this point.

3. Effective Date and Duration. The effective date and duration of this contract shall be as specified in Exhibit C "Effective Date and Duration", attached hereto and incorporated herein by reference.

4. General Conditions. Contractor and County shall comply with all provisions of County's General Conditions, a copy of which is attached hereto as Exhibit D "General Conditions" and incorporated herein by reference.

5. Special Conditions. Contractor and County shall comply with all provisions of County's Special Conditions, attached hereto as Exhibit E "Special Conditions" and incorporated herein by reference. In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.

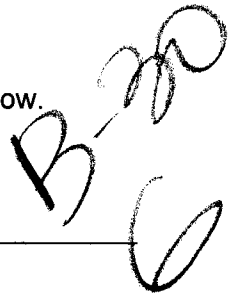
6. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to:

COUNTY
Janette Pell
Chief Information Officer
County of San Luis Obispo
Information Technology Department
County Government Center Room 400
San Luis Obispo, CA 93408

CONTRACTOR
Joshua Bixby
President
IronPoint Technologies Inc.
220-800 West Pender Street
Vancouver, BC
V6C 2V6

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth below.

Nothing further follows except signatures.//



IN WITNESS WHEREOF, County and Contractor have executed this contract on the day and year as stated below.

CONTRACTOR:

Joshua Bixby, President
IronPoint Technologies Inc.
220-800 West Pender Street
Vancouver, BC V6C 2V6

A Canadian Corporation

By: Joshua Bixby

Joshua Bixby
President

Jan 30 06
Date

NOTARIZATION

STATE OF _____)

) SS.

COUNTY OF _____)

On _____ before me, (here insert name and title of the officer), personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: _____

COUNTY:

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

COUNTY COUNSEL:

Approved as to form and legal effect.

JAMES B. LINDHOLM, Jr.
County Counsel

By: 
Deputy County Counsel

1/30/06
Date

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

By: _____
Chair, Board of Supervisors

Date

ATTEST:

By: _____
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

Date



CONTRACT

eGOVERNMENT CONTENT MANAGEMENT SYSTEM, ACQUISITION AND
IMPLEMENTATION

EXHIBIT A

SCOPE OF WORK AND SERVICES

The parties agree to the scope of services as outlined in Exhibits A-1 through A-6. Contractor will provide the content management system solution and licenses described in Exhibit A-1.

1. Definitions - The definitions stated herein apply to the contract as a whole.
 - 1.1 Acceptable Performance: means Technology Solution performs unit and integrated transactions as defined in the "Requirements Matrix Response" identified in Exhibit A-6 "Requirements Matrix Response."
 - 1.2 Acceptance Criteria: means the level of performance as evidenced by test scripts that demonstrates that the Technology Solution meets in all material respects the applicable requirements and specifications of the County as set forth herein.
 - 1.3 Change Control Process: means a documented request that the Contractor or County may initiate to obtain approval by Project Managers or the Steering Committee to address impacts to scope, schedule, resources, or budget throughout the project. These requests may be approved, rejected, or postponed pending further investigation or resolution of dependent items.
 - 1.4 Component(s): means any software, hardware, or other technology or technique required for the complete delivery of the Technology Solution.
 - 1.5 Named User: means any of County's officers, agents, employees, contractors, aides, consultants, or commission members.
 - 1.6 Professional Services: means technical or unique functions performed by independent contractors or consultant whose occupation is the rendering of such services.
 - 1.7 Technology Solution (Solution): means all software, hardware, computing environment components, and all other equipment or consumables required to provide a complete and automated Solution which meets all of the County's requirements as defined in the originating Request for Proposal #900 eGovernment Content Management System, Acquisition and Implementation, including the Scope of Work and Services as provided herein.
2. The goal of this project is to put in place the components and internal knowledge to enable the creation of a citizen-centric, service-oriented County Internet site that the public finds easy to navigate and that departments find easy to update.

The scope of work includes the following:

- 2.1. Application installation:
 - 2.1.1. IronPoint Version 7, Content Management System (CMS)
 - 2.1.1.1. Installed on County owned web and database server(s).
 - 2.1.1.2. Setting up a software escrow account as described in Exhibit A-1 "Software Licenses."
- 2.2. Information Architecture (IA)
 - 2.2.1. During content migration the Contractor will integrate the County developed IA for all sites and pages the Contractor migrates as described in Exhibit G "County

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Websites for Migration". Additionally, the Contractor will provide instruction on the integration of the IA for content migration the County will perform.

2.3. Wireframes and Design Migration

2.3.1. The new CMS template will accommodate the following wireframe for the home pages and sub pages to be found at www.slocounty.org/eGov or as indicated on the IA maps by 1 week after the kickoff meeting. The IA Maps will take precedence in case of discrepancies. County is responsible for finalizing the wireframes; Contractor is responsible for migrating the wireframes into the CMS. All subsequent pages migrated into the CMS will use the sub page templates found on this site.

2.4. Content Migration

2.4.1. The Contractor will perform content migration from existing County sites and files into Contractor's Content Management System as identified in Exhibit A-3 "Professional Consulting Services."

2.5. Documentation

2.5.1. Contractor is responsible for delivering documentation as described in Exhibit A-3 "Professional Consulting Services."

2.6. Project Management

2.6.1. Contractor is responsible for delivering Project Management as described in Exhibit A-3 "Professional Consulting Services."

2.7. Server Set-up

2.7.1. Contractor will assist the County in setting up the web and database servers, however Contractor will not be responsible for setting up the operating system, database or resolving hardware or network problems.

2.8. Web Analytics

2.8.1. Contractor is responsible for installing and configuring the WebTrends application. This will be installed on County owned file server(s)

2.9. Search capability

2.9.1. Contractor is responsible for installing and configuring the Google Mini search appliance. This will be installed into the County environment and integrated into CMS

2.10. Training

2.10.1. Contractor is responsible for training and will provide the on-site training as identified in Exhibit A-4 "Training Services."

2.10.2. Maintenance and Support Services

2.10.2.1. Contractor is responsible for maintenance and support services as defined in Exhibit A-5 "Maintenance and Support Services."

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CONTRACT

eGOVERNMENT CONTENT MANAGEMENT SYSTEM, ACQUISITION AND
IMPLEMENTATION

EXHIBIT A-1

SCOPE OF WORK AND SERVICES

SOFTWARE LICENSES

1. The Contractor will be providing the following software which requires software licenses:
 - 1.1. IronPoint Version 7, as fully described in Exhibit F "IronPoint V7 Base Product Description".
2. Contractor has agreed to place a copy of all software source code for the software provided by them in an escrow account in the United States:
 - 2.1. IronPoint Version 7
3. The County and Contractor shall enter into an escrow contract for the account referred to in Section 2, above. Said escrow contract, shall be kept in the San Luis Obispo County Information Technology Department file, but does not need to be attached to this contract or incorporated by reference. The San Luis Obispo Board of Supervisors specifically designates to the San Luis Obispo County Chief Information Officer the power to sign the source code escrow contracts. The software source code is to be available to the County in case the Contractor who supplied the software:
 - 3.1. Is no longer in business.
 - 3.2. Ceases to maintain the software that the County has under a software maintenance agreement.
 - 3.3. Declares or has instituted against it: bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings under any U.S. federal or state law; or comparable laws of any other jurisdiction.
 - 3.4. Fails to maintain a currently supported operating system or database software 6 months prior to the time the existing operating system or database software is no longer supported so long as the operating system and database vendor publicly announces that they will discontinue support at least one year before. If the operating system or database software vendor provides less than one year notice, the remaining support time will be allocated so that the Contractor has 50% of the remaining time to produce an updated version of their IronPoint software and the County will have 50% of the remaining time to install and test this updated version unless otherwise mutually agreed to by both parties.
4. Under this escrow agreement referenced in section 3 above, the Contractor must:
 - 4.1. Keep the most current version of source code and documentation that the County is using in the escrow account. Contractor will store these with the escrow company once a year however in the event anything happens where County needs to execute this escrow, County will get the most recent version.
 - 4.2. Provide access to all source code and proprietary information that allows the County to maintain the existing product functionality such as migrating and creating web content in case the County decides to introduce other content management products or to integrate the Solution with other County systems.

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- 4.3. Provide source code and documentation for all customization and special functions, and all associated intellectual property rights. These shall become the property of the County.
5. All licenses must be registered in the name of County of San Luis Obispo.
6. Contractor shall install, configure, test, implement, and integrate the following Software:
 - 6.1. IronPoint Version 7
 - 6.2. WebTrends 7 Professional, (web analytics application)
 - 6.3. Google Mini, (search appliance)
7. County agrees to the following license (License Agreement) for use of the software:
 - 7.1. DEFINITIONS
 - 7.1.1 "IronPoint Software" means software in executable code only and associated documentation and materials proprietary to IronPoint.
 - 7.1.2 "Software" means all IronPoint Software.
 - 7.2. GRANT OF LICENSE
 - 7.2.1 License – Subject to the terms of this License Agreement, IronPoint grants to Licensee a non-exclusive, non-transferable, royalty-free, perpetual license to use the Software within the Licensee's production environment. Licensee may use the Software on any additional processor or equipment, and any such additional use will NOT require an additional license from IronPoint. Licensee shall only use the Software for its own internal use and shall not sublicense the Software to any person, firm, partnership, corporation or any other entity whatsoever outside of the County of San Luis Obispo. IronPoint grants no rights other than those explicitly granted herein, and the Licensee shall not exceed the scope of its licenses. For greater certainty, these licenses shall survive the termination or expiration of this Contract.
 - 7.2.2 Extensions - If the Software licensed by IronPoint to Licensee hereunder permits Licensee to make extensions, modules or other enhancements or modifications (collectively, "Modifications") to the Software, then Licensee is permitted to make Modifications, without IronPoint's prior written approval, provided that such Modification is for Licensee's internal business use only. The license granted hereunder for the Software will apply equally to Modifications. Title to and ownership of all rights, including copyright and all other intellectual property rights, in and to Modifications, whether made by Licensee, IronPoint or any third party, will at all times remain with IronPoint. Licensee hereby assigns to IronPoint any and all right, title and interest, including copyright and all other intellectual property rights, it might have in or to any Modifications, and Licensee warrants that all moral rights with respect thereto have been waived.
 - 7.2.3 Restrictions - Licensee will not copy (except as permitted by this License Agreement), reverse engineer, reverse assemble, reverse compile, sublicense, distribute, market, rent, lease, transfer or otherwise dispose of, or use as part of a service bureau any part of the Software, and Licensee will not alter or remove any proprietary rights or copyright notice or identification which indicates IronPoint's or its licensors' ownership of the Software.
 - 7.3. CHARGES AND PAYMENTS

Payments to the Contractor will be governed by the terms and conditions as indicated in Exhibit B "Compensation" of this Contract.
 - 7.4. OWNERSHIP OF SOFTWARE
 - 7.4.1 Retention of Rights by IronPoint – As between the parties, all proprietary and intellectual property rights, title and interest including copyright in and to the original and all copies of

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the Software and any changes or modifications made to the Software will be and remain that of IronPoint. Licensee has no proprietary and intellectual property rights, title or interest in or to any Software except as granted herein and Licensee will not at any time whether before or after the termination of this License Agreement contest or aid others in contesting, or doing anything which otherwise impairs the validity of any proprietary and intellectual property rights, title or interest of IronPoint in and to any Software.

7.4.2 Intellectual Property Indemnity - IronPoint will defend or settle any claim made or any suit or proceeding brought against Licensee insofar as such claim, suit or proceeding is based on an allegation that any of the IronPoint Software supplied to Licensee pursuant to this License Agreement infringes the proprietary and intellectual property rights of any third party in or to any invention, patent, copyright or any other rights, provided that Licensee will notify IronPoint in writing promptly after the claim, suit or proceeding is known to Licensee and will give IronPoint such information as is reasonable in the circumstances. IronPoint will have sole authority to defend or settle the same at IronPoint's expense. IronPoint will indemnify and hold Licensee harmless from and against any and all such claims and will pay all damages and costs finally agreed to be paid in settlement of such claim, suit or proceeding. This indemnity does not extend to any claim, suit or proceeding based upon any infringement or alleged infringement of copyright by the combination of the IronPoint Software with other elements not under IronPoint's sole control nor does it extend to any intellectual properties altered either by Modifications or combination with product(s) of Licensee's design or formula, excepting that IronPoint will indemnify County should claim arise from IronPoint's exercise of its rights to modifications retained in 7.2.2 herein. The foregoing states the entire liability of IronPoint for proprietary and intellectual proprietary rights infringement related to the IronPoint Software. If the IronPoint Software in any claim, suit or proceeding is held to infringe any proprietary or intellectual property rights of any third party and the use thereof is enjoined or, in the case of settlement as referred to above, prohibited, or if IronPoint believes the IronPoint Software so infringes, IronPoint will have the option, at its own expense, to either (i) obtain for Licensee the right to continue using the infringing item, (ii) replace the infringing item or modify it so that it becomes non-infringing; provided that no such replacement or modification will materially diminish the performance of the IronPoint Software.

7.4.3 Notices - Licensee will not obliterate, alter or remove any proprietary or intellectual property notices from the Software and to the extent this License Agreement permits Licensee to make copies of the Software, Licensee will reproduce such notices as they appear on the Software.

7.4.4 Back-up Copies - Licensee will be entitled to make as many copies as required of the Software for back-up purposes, but only if Licensee first ensures that all copies it makes of the Software under this Section include screen displays of all proprietary or intellectual property notices recorded on the original copy provided by IronPoint, and Licensee will affix a label to each disk, reel or other housing for the medium on which each copy is recorded setting out the same proprietary or intellectual property notices as such appear on the unit of the Software from which the copy is made, in the same manner.

7.5. SOFTWARE SERVICES

7.5.1 Software Installation - IronPoint will be responsible for installing the Software at the County of San Luis Obispo facilities with Licensee assistance. IronPoint will provide such installation services as professional services as described in Exhibit A-3 "Professional Consulting Services" of this Contract subject to agreement as to the terms of such services and availability of resources.

7.5.2 Software Training and Maintenance - Training, support and maintenance services

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pertaining to the Software under this License Agreement will be provided as described in Exhibit A-4 "Training Services" and Exhibit A-5 "Maintenance and Support Services" of this Contract.

7.6. SOFTWARE WARRANTY

7.6.1 Limited Warranty of IronPoint Software - IronPoint warrants that IronPoint Software supplied hereunder will perform in accordance with the functional specifications as set out in the documentation accompanying the IronPoint Software for six months following installation of the product to the County's staging environment of the IronPoint Software. IronPoint's sole obligation and liability hereunder will be to use reasonable efforts to remedy any such functional non-conformance which is reported to IronPoint in writing by Licensee within the warranty period. In the event such non-conformance is unable to be remedied by IronPoint, using reasonable efforts, IronPoint will, in its sole discretion, refund to Licensee the Software License Costs.

7.6.2 SPECIFIC EXCLUSION OF OTHER WARRANTIES - EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT, THE WARRANTY SET OUT IN SECTION 7.6.1 IS IN LIEU OF ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED BY LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR PURPOSE, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, IRONPOINT DOES NOT WARRANT THAT IRONPOINT SOFTWARE WILL MEET THE REQUIREMENTS OF LICENSEE OR THAT THE OPERATION OF IRONPOINT SOFTWARE WILL BE FREE FROM INTERRUPTION OR ERRORS.

7.6.3 RESTRICTIONS ON WARRANTY - IRONPOINT WILL HAVE NO OBLIGATION TO REPAIR OR REPLACE IRONPOINT SOFTWARE DAMAGED BY ACCIDENT OR OTHER EXTERNAL CAUSE, OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN IRONPOINT.

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CONTRACT

eGOVERNMENT CONTENT MANAGEMENT SYSTEM, ACQUISITION AND
IMPLEMENTATION

EXHIBIT A-2

SCOPE OF WORK AND SERVICES

SPECIFIED THIRD PARTY PRODUCTS

1. The County shall provide and the Contractor shall install, configure, test and implement the following 3rd party products:
 - 1.1. Google Mini which shall be:
 - 1.1.1. A combined hardware and software search appliance to wit, a 1U rack mountable server, that will add Google search capacity to County's website (internet) and County's intranet. It shall have the capacity to index up to 100,000 documents in over 220 different file formats and any language, and serve up to 60 search queries per minute.
 - 1.2. WebTrends 7 Professional
 - 1.2.1. A web site analysis tool which tracks how web sites are navigated and processes this information into various analytical reports.

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eGOVERNMENT CONTENT MANAGEMENT SYSTEM, ACQUISITION AND
IMPLEMENTATION

EXHIBIT A-3

SCOPE OF WORK AND SERVICES


PROFESSIONAL CONSULTING SERVICES

1 Scope of Services

- 1.1 Contractor shall perform the services described herein such that all deliverables in Exhibits B-1 through B-5, and functional requirements are delivered to the satisfaction of the County and formally accepted by the County as specified herein.
- 1.2 Contractor shall at all times provide personnel to perform the contract consistent with the following roles:
 - 1.2.1 Contractor Executive Sponsor: Person ultimately responsible for making and communicating decisions on behalf of the Contractor.
 - 1.2.2 Project Manager: Person responsible for making project related decisions and coordinating Contractor resources and communicating on behalf of the Contractor to the County team.
 - 1.2.3 Support/Training: Person(s) responsible for conducting training classes for the County and providing product support for this Solution. They will require expertise in the CMS Product, Google Mini, Webtrends, workflow, digital asset management, templates, user management, group management, and syndication.
 - 1.2.4 Designer: Person(s) responsible for all issues related to creative design templates and IA
 - 1.2.5 Developer: Person(s) responsible for implementing the Solution and migrating web content.
 - 1.2.6 Systems Administrator: Person(s) responsible for confirming County requirements and designing a Solution to meet County needs, setting up, configuring, and administering the Content Management System (CMS) Solution. They will require expertise in the CMS Product, Google Mini, Webtrends, workflow, digital asset management, templates, user management, group management, and syndication.
- 1.3 The software will conform to the requirements as indicated in Exhibit A-6 "Requirements Matrix Response".
- 1.4 Contractor Obligations: Contractor shall provide the following services:
 - 1.4.1 Provide, install with County assistance, configure, test, and implement the standard (out of the box) IronPoint v7 Functionality (see Exhibit F "Ironpoint V7 Base Product Description" for a complete description) into the County's public facing (Internet-DMZ) environment.
 - 1.4.2 Provide, assist the County to install, configure, test, and implement the standard (out of the box) IronPoint v7 Functionality (see Exhibit F "Ironpoint V7 Base Product Description" for a complete description) into the County's employee facing (Intranet) environment.
 - 1.4.3 Integration of IronPoint's user security with the County's MS Active Directory for Content Management System authentication, (LDAP integration).
 - 1.4.4 Install, configure, test, implement and integrate Google Mini (search appliance).

- 1.4.5 Install, configure, test, implement and integrate WebTrends, (web analytics application).
- 1.4.6 Configure the IronPoint application for use with Microsoft SQL Server 2000.
- 1.4.7 Configure the IronPoint application for use with Microsoft IIS 6.
- 1.4.8 Conduct a kickoff meeting which will include, but is not limited to, a review of the timeline, a mini education session, distribution of a survey, and a discussion about the migration and IA.
- 1.4.9 Assemble and deliver a Functional Requirements Document (FRD)
- 1.4.10 Perform creative development and upload design package to CMS
- 1.4.11 Conduct an Admin/pagetype development meeting if required
- 1.4.12 Provide on-site training services and demonstrate migration tools as identified in Exhibit A-4 "Training Services." Plan and implement training programs, including preparing training curriculum, documenting users and technical procedures required to operate and manage the Solution and scheduling and conducting training.
- 1.4.13 Provide implementation services in the areas of Project Management, Design/Template migration, and Content migration.
- 1.4.14 Provide the County with content freeze dates. Contractor will not be responsible for inputting data into the sites after content is frozen.
- 1.4.15 Perform the following web site migration tasks:
 - 1.4.15.1 Incorporate all of the necessary templates to meet the County's website design requirements.
 - 1.4.15.2 Provide all of the necessary out of the box page types to meet the County's website requirements and train the County on these
 - 1.4.15.3 Migration of the site design from the prototype <http://www.slocounty.org/eGov/> and the IA Maps for the home page with County assistance
 - 1.4.15.4 Add the main navigation links from the County's <http://www.slocounty.org/eGov/> prototype and the IA Maps to the Content Management System and linking them in the design with County assistance
 - 1.4.15.5 Add the existing County Department navigation links to the new County site for County Departments not participating in this phase of the project as defined in the prototype or IA Maps.
 - 1.4.15.6 Apply the design to all new pages that are migrated into the Content Management System.
 - 1.4.15.7 Migrate all web sites identified in Exhibit G "County Websites for Migration", including all levels of the IA for the listed department websites and linking the Department to the main County site(s). This effort includes appropriate tagging, fixing titles, and structuring web pages to match the IA. IronPoint will only migrate static content- any dynamic content will be linked from the new site or migrated to the new server and linked in an I-frame (eg: database or code driven content).
- 1.4.16 Provide documentation of configuration and maintenance; end user and administrator guides; online help facility; programmer documentation; and training guides. Contractor will provide documentation in electronic format. Contractor will document system architecture, hardware and software components, hardware and software configurations, custom software code, and communication links.
- 1.4.17 Include Americans with Disabilities Act (ADA) and web based best practices in training. Contractor will not be converting existing document attachments that are not currently ADA compliant to be ADA compliant nor are they responsible for

- ADA compliance other than ADA training that forms a part of the normal provider training session.
- 1.4.18 Provide the consulting expertise, systems integration capabilities, and software development services required for implementing the Content Management System solution.
 - 1.4.19 Provide project management responsibilities including, but not limited to, identifying out-of-scope issues; participating in weekly project status meetings; participating in monthly Steering Committee meetings; and scheduling and supporting Contractor's consultants. Contractor will provide a weekly status report to the County Project Manager including status and target dates for progress on Department's web conversions and issues that the Contractor Team has identified.
 - 1.4.20 Assure quality, including, but not limited to setting project standards, designing and implementing testing procedures, and supervising both testing and remedial activities required to ensure Solution compliance with specifications.
 - 1.4.21 Provide deployment of Solution components and functionality, including pilot implementation and rollout, installation and configuration of software, tuning, and acceptance testing.
 - 1.4.22 Integrate WebTrends and Google Mini software components to provide a seamless solution for all departments that are included in Exhibit G "County Departments for Migration." This is a one-time setup/installation for each product and the County without assistance from Contractor can add future sites to them at no additional charge.
 - 1.4.23 Support web content migration into the Solution including using the automated content migration tool.
 - 1.4.24 Build awareness and acceptance with team members.
 - 1.4.25 Provide on-site support, online web support, and telephone support per Exhibit A-5 "Maintenance and Support Services".
 - 1.4.26 Assume the responsibility to adequately adjust Contractor's application software in order to meet performance requirements if the application is mutually agreed by Contractor and County to be the issue.
- 1.5 County Obligations. The County shall perform the following duties:
- 1.5.1 Assist the Contractor to install, configure, test, and implement the standard (out of the box) IronPoint v7 Functionality (see Exhibit F "Ironpoint V7 Base Product Description" for a complete description) into the County's public facing (Internet-DMZ) environment.
 - 1.5.2 Install with Contractor assistance, configure, test, and implement the standard (out of the box) IronPoint v7 Functionality (see Exhibit F "Ironpoint V7 Base Product Description" for a complete description) into the County's employee facing (Intranet) environment.
 - 1.5.3 County shall, in a timely manner, provide Contractor with such information, materials, and technology owned or controlled by County as Contractor reasonably requires in order to perform the Contractor's services as described herein. County hereby grants Contractor the right to access and use County's technology and County's intellectual property rights covering County's technology to the extent necessary for Contractor to provide the services described herein and to develop or prepare the deliverables described in this contract. The right of access and use shall be operative during the term of this contract. County shall retain ownership rights in County's technology, intellectual property rights and all information originating from a County source. Contractor shall not gain any rights in County's technology except those rights to access and use the technology solely for the purposes of performing this contract. In no event shall Contractor

- gain any ownership rights of health information or other confidential information in County's information systems or documents.
- 1.5.4 County shall provide a temporary work area with access to equipment and systems necessary for up to 2 people to complete the work requested as well as infrastructure, hardware and software and IT support required for building the IT Solution.
- 1.5.5 County will procure required infrastructure components within the constraints of the implementation schedule.
- 1.5.6 County will procure Google Mini and WebTrends applications in a timely manner.
- 1.5.7 County will assume the responsibility to adequately adjust its network infrastructure in order to meet performance requirements if the network is mutually agreed to be the issue.
- 1.5.8 County will provide direction and input regarding corporate technical standards and governance.
- 1.5.9 County will provide Contractor with timely access to County's infrastructure for maintenance and support tasks. Remote access is available via VPN.
- 1.5.10 County shall provide a Steering Committee of senior managers.
- 1.5.11 County shall provide a Project Manager responsible for scheduling and coordinating County resources and participants, preparing and disseminating project information, managing internal issues, coordinating change management, and managing the acceptance process.
- 1.5.12 County shall provide a liaison from each department participating in the project.
- 1.5.13 County shall provide IT resources required to meet its obligations as identified in this contract.
- 1.5.14 County shall draft test scripts by 1 week after the Kickoff Meeting is held.
- 1.5.15 County shall provide an IA expert, available to guide Contractor through completion of project implementation.
- 1.5.16 County shall provide a prototype site from which all pages will be built
- 1.5.17 County shall provide complete IA maps containing the new IA for each site, the current site mappings, and cross mapping from the current sites to the new IA
- 1.5.18 County shall be responsible for the creation of all new content and the provision of that content in HTML format to Contractor
- 1.5.19 County shall provide adequate resources for acceptance testing
- 1.6 Testing and Acceptance.
- 1.6.1 The Solution must perform at the level attained at the time of the final acceptance through the remaining warranty period. If the Solution fails to meet the standards described herein, the Contractor shall take the steps necessary to bring the Solution into full compliance with the contract as described in Exhibit A-5 "Maintenance and Support Services", section 4. To the extent that a problem may be due to software not owned by Contractor but provided under this contract with 3rd party warranties, the Contractor will work closely with County and 3rd party software Contractors to resolve the problem and bring the Solution as close to original performance as is feasible.
- 1.6.2 Performance testing consists of testing functionality and associated response times. This will be conducted in a mutually agreed upon hardware environment to meet mutually agreed upon performance requirements. The environment and standards will be determined before performance testing begins. The County is responsible for all performance testing including all hardware and networks used for this purpose.
- 1.6.3 User Testing
- 1.6.3.1 The parties shall mutually agree upon Acceptance Criteria by 1 week after the kickoff meeting. County accepts that during User Testing
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defects may be discovered in third-party or County-provided software that is or is not a part of this contract. Contractor shall not be responsible for correction of such defects. Contractor will make a good faith effort to provide a workaround for such defects. County will not unreasonably withhold acceptance due to defects for which a suitable workaround can be applied or for which a suitable workaround can not be reasonably designed.

1.6.3.2 County shall have up to thirty (30) calendar days to test if the Solution performs in accordance with the Acceptance Criteria. If County determines that the Solution, or the Components thereof, do not perform as provided for in the Acceptance Criteria, County shall deliver to Contractor's Project Manager a written report describing any deficiencies. Contractor shall correct the deficiencies within fifteen (15) calendar days after receiving the report and provide notice of correction to County's Project Manager. The County may re-test the Solution for an additional test period of up to thirty (30) calendar days following notice. The timeframes may be mutually extended by the parties. This testing process may be repeated only once, as deemed necessary by the County.

1.6.3.3 Upon determination by County that Solution has satisfied the Acceptance Criteria, County shall notify Contractor in writing that "Acceptable Performance" of the Solution has occurred. Should Contractor fail to achieve Acceptable Performance of the Solution, the County may at its election, pursue any remedies available to it pursuant to this Contract, including but not limited to those remedies provided in Section 2.4.9 "Failure of Acceptance."

1.6.3.4 The parties agree that the User Acceptance Testing period shall be long enough to give the County sufficient time to test all functions of the Solution in an integrated environment but no more than thirty (30) consecutive calendar days, unless otherwise mutually agreed upon by the parties.

1.6.4 Final Acceptance

1.6.4.1 After County has completed the User Acceptance Testing and has determined that: (i) there have been no material errors, (ii) the Solution performs as warranted in this Contract, and (iii) Deliverables and Services, as indicated in Exhibits B-1 through B-5, have been completed and accepted, then County shall notify Contractor in writing of its "Final Acceptance" of the Solution.

1.6.4.2 Should County elect to begin using the Solution as a 'Live Solution' (making websites accessible to the public) following installation, configuration, and implementation into the County's computing environment, pursuant to the terms herein, but prior to notice of written Final Acceptance as provided for in 1.6.5.1, it shall be deemed to constitute satisfaction of the Acceptance Criteria

1.6.4.3 Final Acceptance of the Solution by the County will not release Contractor from complying with the Maintenance and Support Services requirements set forth herein at Exhibit A-5 "Maintenance and Support Services."

1.6.5 Failure of Acceptance – If after testing the Solution, County determines the Solution does not meet Acceptance Criteria as provided for in this contract County shall have the option, upon notice to Contractor, to:

1.6.5.1 Terminate this contract, in accordance with the provisions of Exhibit D "General Conditions" Sections 1 or 2; or

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- 1.6.5.2 Accept the Solution at its then level of performance; or
 - 1.6.5.3 Permit the User Acceptance Testing to be further extended for such period as mutually agreed upon by the Parties in writing; or
 - 1.6.5.4 Accept those portions of the Solution which pass the Acceptance Criteria and require Contractor to correct the remaining portions within 30 days of notice to Contractor and subsequent re-testing, pursuant to the terms of 1.6.4, in which event County shall not be liable for any payments associated with the implementation of such remaining portions until Final Acceptance; or
 - 1.6.5.5 Pursue such remedies as may be available to County at law or in equity or other such options as may be available to it.
- 1.7 Any delays in performance of Professional Consulting Services arising from failure of County to comply with the terms of the Contract will not be considered a breach or default of this contract by the Contractor. In the event there is a delay in any facilities, materials or information required by Contractor to meet any particular projected completion date for the Professional Consulting Services, or any delay caused by failure by County to comply with the terms of the Contract and such delay is beyond the reasonable control of Contractor then the projected completion date for that particular task will be extended by at least as much time as the delay.

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EXHIBIT A-4

SCOPE OF WORK AND SERVICES

TRAINING SERVICES

1. Contractor is responsible for on-site training and will provide the following training sessions. These will be scheduled at a mutually agreeable time prior to May 15, 2006.

<u>Training</u>	<u>Number of participants</u>	<u>Number of sessions</u>	<u>Participants</u>
Education session	15	1	Central Project Team
Provider and Approver Training	12	1	Advanced User
Train the Trainer- Provider and Approver	12	1	CMS Admins and CMS Trainers and Advanced Users
Administrator Training	12	1	CMS Admins and CMS Trainer
Train the Trainer- Administrator Training	12	1	CMS Admins and CMS Trainer
System Administrator Training	8	1	CMS Admins and CMS Trainer
Designer Training	4	1	Site Design Expert, IA Expert, CMS Admins
Development Training	4	1	Developer

Note: a training session consists of 4 hours of training by a qualified and experienced IronPoint CMS V 7 trainer with a 30 minute break.

2. During these sessions the County will be trained on all features listed below and all features listed in Exhibit F "Ironpoint V7 Base Product Description":
 - 2.1. Description of automated conversion process including the tagging and file requirements needed to make the automated conversion process run smoothly including examples and what structural changes can be made to the site prior to the automated conversion run.
 - 2.2. Solution installation and configuration
 - 2.3. eMail integration and maintenance
 - 2.4. Site settings, configurations, indexing, and performance tuning, including what indexing is required and the expected content of the "index.html" file.
 - 2.5. Setup and maintenance of search configuration information
 - 2.6. Website migration, import, and export
 - 2.7. Designing and administering templates
 - 2.8. Procedure for mapping from new County web sites to existing County web sites of Departments not included in this phase of this project
 - 2.9. Use of content editing and site design features
 - 2.10. Search tool usage and administration
 - 2.11. Creation and maintenance of content editing workflow and authorization structure
 - 2.12. Creation, maintenance, and verification of users and groups, rights, and connections
 - 2.13. Workflow management
 - 2.14. WebTrends and Google Mini application connectivity and use of these applications
 - 2.15. Website architecture and deployment services and training
 - 2.16. Creation, configuration, and management of County or Department specific websites
 - 2.17. Creation and maintenance of content contribution templates
 - 2.18. Extension of the Solution's functionality using basic page types (.NET knowledge required)
 - 2.19. Development of dynamic content (.NET knowledge required)
 - 2.20. Development of third party application interfaces (.NET knowledge required)
 - 2.21. Creation, maintenance, and personalization of department specific content contribution using templates and/or profiles
 - 2.22. Creation of content-specific keywords
 - 2.23. Management and maintenance of regular changes and updates to content elements (text and images)
 - 2.24. Reviewing, approving and publishing of content using workflow process
3. Training participation will be based on the following roles:
 - 3.1. Executive Sponsor: Person ultimately responsible for making and communicating decisions on behalf of the County.
 - 3.2. Project Manager: Person responsible for making project related decisions and coordinating County resources and communicating on behalf of the County to the Contractor team.
 - 3.3. Backup Project Manager: Someone to replace the PM if he/she become incapacitated.
 - 3.4. IA Expert: Person able to define and communicate the IA choices.
 - 3.5. Site Design Expert: Person responsible for making creative design decisions and implementing templates.
 - 3.6. Technical System Administrator: Person responsible for preparing the servers, configuring the network, and installing the Contractor CMS.
 - 3.7. CMS System Administrator: People who set-up, configure, and administer the CMS- these people will ultimately become the first level support for the CMS. They will require expertise in workflow, digital asset management, templates, user management, group management, and syndication.



- 3.8. Content Migration Experts: A technical or non technical role depending on the migration path chosen.
- 3.9. CMS Trainers: Often the CMS System Administrators- these people will train staff on an ongoing basis.
- 3.10. Advanced User: A departmental role- this person should have the ability to provide and approve content, and understand the workflow process at a high level, at minimum. This person may also have other administrative roles in the system depending on his/her skill set and knowledge.
- 3.11. Content Provider: A person with the ability to add content; more than one content provider(s) per department may be required.
- 3.12. Content Approver: A person with the ability to approve content; more than one content approver(s) per department may be required.
- 3.13. Developer: A person with the ability to extend solution functionality, develop dynamic content, and develop 3rd party interfaces.

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EXHIBIT A-5

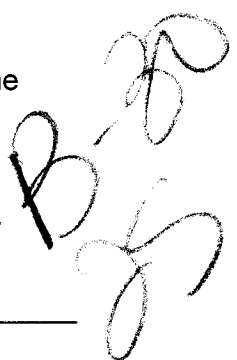
SCOPE OF WORK AND SERVICES

MAINTENANCE AND SUPPORT SERVICES

1. Contractor shall provide the following Maintenance and Support services (Maintenance):
 - 1.1. Toll free telephone support Monday through Friday from 8:00 am– 6:00 pm Pacific time.
 - 1.2. Online support, including:
 - 1.2.1. Online software and documentation update services for both client and server software
 - 1.2.2. An online knowledge base of common problems and frequently asked questions
 - 1.2.3. Availability 24 hours a day, 7 days per week.
2. Contractor ensures that their software will run on Windows Server 2000, Windows Server 2003, and Microsoft's Structured Query Language (SQL) Server 2000 platforms and is compatible with Microsoft Internet Information Services v6. County acknowledges that certification by Microsoft is pending.
3. Warranty

A six month warranty covering the services associated with fixing any bugs reported by the County is included. The warranty commences immediately upon installation of the product to the County's staging environment, and ends either in six months or when the warranty is voided, whichever comes first.

 - 3.1.1. During the warranty period, the County will have access to the Contractor Support Desk and Severity Level Response System and to Contractor's bug/issue management software, in order to deal with any issues which are covered under the warranties.
 - 3.1.2. No fees shall be charged to the County for the provision of any generally released patches or bug fixes during the warranty period.
4. Maintenance includes both a Service & Support Plan and Upgrade Plan. These Maintenance obligations commence upon completion of the Warranty period and continue for 12 months thereafter.
 - 4.1.1. The Service & Support Plan shall include:
 - 4.1.1.1. Assistance for common "how to" questions
 - 4.1.1.2. Assistance in troubleshooting specific problems or issues.
 - 4.1.1.3. Examples of how to perform particular functions with the software products.
 - 4.1.1.4. Contractor's recommendations on desired changes to application configuration.
 - 4.1.1.5. Assistance with installation of patches and upgrades, as required by the County.
 - 4.1.1.6. Minor changes to the site design or page types.
 - 4.1.1.7. Post-implementation support including telephone, email, web based support, and other technological methods as Contractor makes available.



- 4.1.1.8. The ability for two designated County contacts to have full access to the Contractor Support Desk. The Support Desk shall be equipped to quickly resolve common issues with a first-line support team and to address more complex issues using senior-level representatives.
- 4.1.1.9. A Client Care Program component which shall have regular strategic discussions between Contractor and the County. Contractor's Account Executives will contact the County on a quarterly basis to discuss progress, concerns, and satisfaction. Contact will include quarterly email updates and meetings/conference calls, in order to share process and product improvements and pre-empt any potential issues. There are no fees charged to the County for these proactive initiatives.
- 4.1.1.10. Contractor tracking of all issues, maintaining detailed notes from Contractor's technicians, and communicating ownership for the resulting tasks. Contractor will instantly report on the status of any issue, including details such as its progress through the resolution and approval process and files or stored procedures changed. Contractor will provide for automatic escalation of issues and tasks that are not dealt with quickly enough to satisfy the County.
- 4.1.1.11. Contractor representatives shall respond according to assessed Severity Levels:

Level 1	If County reports a problem with the Solution that renders the Product unusable, causes the Product to fail catastrophically, fail to install, or fail to run, or County reports a problem internal to the Product that compromises overall system or data integrity when the Product is installed or operational (i.e., causing a system crash, hang, loss, or corruption of data), Contractor's maintenance personnel shall call the County back within no more than two (2) hours during Support Hours. Contractor will focus their efforts to provide a patch, bypass or workaround expeditiously, and a solution expeditiously thereafter. Less severe issues will be collected in "batches" for resolution, but issues classified as Severity Level 1 supersede the batch process and are handled individually, as quickly as possible to minimize downtime.
Level 2	If County reports a problem in which a required program or feature of the Solution is unusable or a problem internal to the Product causes a loss of Product functionality (i.e. major options or features of the Product fail to function) for which there is no known workaround, Contractor's maintenance personnel shall call the County back within no more than four (4) hours during Support Hours. Severity Level 2 issues will be added to the next batch that is applied to the site. These issues will be included in the next batch scheduled for promotion and will not be individually addressed. Infrastructure batch releases are scheduled as soon as commercially available when an open Level 2 issue is pending. PageType releases may happen more frequently than that depending on the testing cycle required.

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Level 3	If County reports a problem in which an optional program or feature of the Solution is unusable or a problem internal to the Product causes a minor loss of Product functionality (i.e., minor options or features of the Product fail to function) for which there may or may not be a known workaround, Contractor's maintenance personnel will call the County back within no more than two (2) business days during Support Hours and use reasonable efforts to provide a patch, bypass or workaround, and solution. Solutions to issues classified as Severity Level 3 will be dealt with using the batch approach. These issues will be included in the next batch scheduled for promotion and will not be individually addressed.
Level 4	If the County reports a problem with the Solution that has only a minor effect on functionality or has a question, Contractor's maintenance personnel will attempt to call the County back promptly when time permits. Severity Level 4 issues will be dealt with using the batch approach. These issues will be included in the next batch scheduled for promotion and will not be individually addressed.

Additional details on the Service & Support Plan are provided in the table below.

Hours	8:00am – 6:00pm Pacific Time, Monday through Friday.
Named Caller	Two designated County Contacts have full access to the Contractor Support Desk.
Phone Support	A Contractor Support Person is available during County's regular business hours and will, depending on the severity of the issue, respond by phone well within the maximum allowed time.
Email Support	A Contractor Support Person is available during regular business hours and will, depending on the severity of the issue, respond by email well within the maximum allowed time.
Response Time	Response time is governed by the severity of the issue (detailed in the Severity Table earlier in this Section).
Escalation Procedures	County has an escalation path that goes from Contractor support, to the Director of the Support, to the VP of OPS, and finally to the CEO-call numbers and contacts are provided.
Remote support	County will give Contractor VPN remote access support capabilities.
Scope of Support	Product issues and bugs in the existing product. Support extends to include any enhancements or upgrades delivered by Contractor to the County.
Versions Supported	Contractor actively supports versions of its software products until the earlier of (a) eighteen (18) months after each version's release or (b) the release of a second subsequent major product update, which is designated by a change in the version number to the left (not right) of the decimal point. Active support includes responding to telephone, email or web inquiries about the operation or use of the software, and providing on-going development support in the form of workarounds, patches, or fixes for resolving known and emerging product issues. If the County is in process of upgrading to a supported version and the eighteen months expires, the County will be actively supported until

conversion is complete or up to twenty-four (24) months after each version's release.

- 4.1.2. The Upgrade Plan shall include:
 - 4.1.2.1. Application Upgrades: product enhancements and new versions of the application which ensure access to all of the latest core features. Contractor guarantees at least one major upgrade to the application each year.
 - 4.1.2.2. Patches and Bug Fixes: minor changes and improvements are provided as they become available.
 - 4.1.2.3. Online Documentation: new product and technical documentation is posted to the website for customer review and download.
 - 4.1.2.4. Access to the customer-only area of the website for online discussion forums
 - 4.1.2.5. Newsletters, workshops, and other support material as determined by Contractor
 - 4.1.2.6. Discounts on other Contractor modules, as determined by Contractor
- 4.1.3. Additional consulting fees may apply to the following items. Contractor must obtain approval from the County in writing prior to performing work; pursuant to terms in Exhibit B "Compensation", section 2.4
 - 4.1.3.1. New modules or functionality.
 - 4.1.3.2. Major Release Upgrades
 - 4.1.3.3. New site design or page types that are not in the current scope.
 - 4.1.3.4. Refresher training for new or existing staff.
- 4.2. Upon expiration of this contract, Contractor agrees to enter into subsequent maintenance and support service agreements with County for as long as County uses Contractor software.
 - 4.2.1. Unless as otherwise provided for herein, subsequent agreements shall be subject to the same terms and conditions contained in Exhibit A-5 "Maintenance and Support Services" and Exhibit B "Compensation", sections 1.5 and 2.4
 - 4.2.2. Upon 30 days written notice prior to the expiration of subsequent agreements, either party may give notice of the desire to renegotiate terms and conditions of the agreement. Should the parties be unable to renegotiate said terms, the terms and conditions of the expiring agreement shall be renewed.
 - 4.2.3. Increases in fees for subsequent agreements cannot exceed 5% per year.

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EXHIBIT A-6

REQUIREMENTS MATRIX RESPONSE

Code	Requirement Title	Requirement Description	Verify Method	Included Y/N	Contractor Response Comments
1.00	Access and Security				
1.10	Industry Standard Security	Adopts industry standard security measures, including protection against Cross-Site Scripting (XSS), Structured Query Language (SQL) injection, and directory traversal attacks.	Test	Y	
1.20	Individual & Group Security	Security must be implemented at both individual and group levels (role based).	Demo	Y	
1.30	Distribution Content Management	Able to distribute content management to multiple authors for different sections of the same page, with each author having her/his own level of authorization and workflow (object level security). Objects may include page sections, pages, or entire sites.	Test	Y	
1.35	Remote Access	Authorized users shall be able to log into the system from any computer, anywhere, on any device.	Test	Y	Using Internet Explorer 6 (and above) and Firefox (1.5) and above.
1.45	Cross Browser Functionality	Provides cross browser compatibility for administration and publishing	Test	Y	Using Internet Explorer 6 (and above) and Firefox (1.5) and above
1.50	Industry Standard Password Encryption	If passwords are stored, they shall be encrypted using current industry standard methods.	Inspect	Y	

Code	Requirement Title	Requirement Description	Verify Method	Included Y/N	Contractor Response Comments
1.60	Decentralized Management	Uses a decentralized management model with departments able to create and manage their own authorization levels.	Test	Y	
1.70	Active Directory Integration	User authentication and authorization can be integrated with Active Directory	Test	Y	
1.80	Analytics	Solution to include a web site analytics tool capable of tracking users navigation throughout the sites under control of the CMS.	Demo	Y	Through use of Third Party Tool: WebTren
1.81	TCP/IP Ports Used	Identify TCP/IP ports to be used and any firewall implications	Inspect	Y	
1.82	Real Time Fault Reports	Solution to provide capability to report faults to system administrators in real time and preferably content administrators also	Test	Y	
2.00	Content Management				
2.01	Meets World Wide Web Consortium (W3C) Publishing Guidelines	System must be capable of rendering and/or creating content that meets the World Wide Web Consortium (W3C) publishing guidelines: such as, Extensible HyperText Markup Language (xHTML), and Web Accessibility Initiative	Test	Y	
2.05	Section 508 Compliant	System must be capable of rendering and/or creating content that achieves compliance with Section 508 of the Rehabilitation Act.	Test	Y	
2.10	Content Types	System must be capable of delivering a variety of content types, including at least: Text, Extensible Markup Language (XML), Images, and Portable Document Format (PDF)	Test	Y	

Code	Requirement Title	Requirement Description	Verify Method	Included Y/N	Contractor Response Comments
2.15	Streaming Media	System must be capable of delivering at least: Real Simple Syndication (RSS), and streaming Audio/Video, including Flash and MS Media types	Test	Y	
2.20	Rendering Flexibility	Content must be capable of being rendered through a variety of channels such as: Wireless Application Protocol (WAP), Extensible Markup Language (XML), and HyperText Markup Language (xHTML) while minimizing template creation.	Demo	Y	
2.25	What You See Is What You Get (WYSIWYG)	WYSIWYG authoring, such as in-place editing. Ability to see content as it will appear before it is published.	Test	Y	
2.30	Content Re-Use	Content re-use: write once, use anywhere. System must allow content to be written once and appear anywhere throughout the site.	Test	Y	
2.35	Supports Service Based Information Architecture	System must support the County's adopted information architecture. This architecture is service-based, not functional (department) based.	Test	Y	
2.40	Meta Data Maintenance	System must support the creation and maintenance of meta data.	Test	Y	
2.45	Graphical or Textual Functionality	The resulting web sites must function equally well in either graphical or text-only mode.	Demo	Y	
2.50	Templates & Style Sheets	Ability to create and use different templates and style sheets	Test	Y	
2.55	MS Office Integration	Microsoft Office integration: allow input of Office documents.	Test	Y	
2.60	Virus Scanning	Supports virus-scanning of uploads	Demo	Y	Requires a virus

Code	Requirement Title	Requirement Description	Verify Method	Included Y/N	Contractor Response Comments
					scanning tool installed on the server
2.65	Historical Version Comparison	Easily compare historical versions (with and without current version). Audit trail of changes and who made them.	Demo	Y	
2.70	Variety of Collaboration Tools	The solution may provide collaboration tools: white board and instant messaging. It may also provide for forums, blogs.	Demo	Y	Includes blogs; does not include white board or instant messenger
2.80	DB Query	Ability to query a database outside of the CMS product	Test	Y	Through the use of the SDK
2.90	Scripting Functionality	System to include capability to add external functionality to CMS web pages through scripting, data base lookups, etc.	Test	Y	Through the use of the SDK
2.95	Breadcrumbs	A breadcrumb feature.	Demo	Y	
2.96	Existing Web Services	Ability for a content contributor to be able to pull in an existing (already coded) web service (e.g., authentication services, current appointment services, account validation services, profile services, etc.) as an object and use it within a given template. Once page is published, the service should be called from the deployment server (server published to) and displayed within the page, and the service should function properly (not have been altered by the CMS).	Test	Y	Through the use of the SDK
3.00	Publishing Capabilities				

Code	Requirement Title	Requirement Description	Verify Method	Included Y/N	Contractor Response Comments
3.01	Multiple Concurrent Authoring	The system must allow for multiple authoring (concurrency).	Test	Y	
3.02	Online Forms	Ability to create online forms--no coding.	Demo	Y	
3.03	Extensible Presentation Layer	The system must have an extensible presentation layer which allows for growing the functionality of the solution through Web Service for Remote Portlets (WSRP).	Demo	Y	Through the use of the SDK
3.04	Calendaring	The system must come with a calendaring tool for creation and maintenance of public countywide and department calendars.	Demo	Y	
3.05	Workflow Processing Approval	The system must incorporate at least one level of approval workflow processing (change management).	Test	Y	
3.06	Multiple Web Sites	The system must be capable of creating and managing multiple web sites.	Demo	Y	
3.07	Start & End Publishing Dates	Allow scheduling display periods: start and end publishing dates.	Test	Y	
3.08	Search Engine	Incorporate a search engine capable of functioning with fuzzy logic or language-friendly terms.	Test	Y	Through the use of the Google Mini appliar
3.09	Search Provides Reference Links	Ability to create "Related resources" or reference links related to search results or pages viewed.	Test	Y	Through the use of the Google Mini appliar
3.10	Rollback	Easily rollback to multiple versions of content.	Test	Y	
3.12	Personalization	Supports personalization for end-users.	Test	Y	
3.13	Subscription & Notification	Offers subscription and notification services.	Test	Y	

Code	Requirement Title	Requirement Description	Verify Method	Included Y/N	Contractor Response Comments
3.14	Really Simple Syndication (RSS) & Aggregation	Offers RSS and aggregation services. RSS is an Extensible Markup Language (XML) format for syndicating Web content. A Web site that wants to allow other sites to publish some of its content creates an RSS document and registers the document with an RSS publisher. A user that can read RSS-distributed content can use the content on a different site. Syndicated content includes such data as news feeds, events listings, news stories, headlines, project updates, excerpts from discussion forums or corporate information.	Test	Y	
3.15	Automated Backup	Ability to automate archiving or automatic backup of content.	Demo	Y	
3.16	Automated Solution Log Archive	Any log that the solution creates must be automatically archived (to clear system space).	Demo	Y	
3.17	Parameterized Lookups	Ability to look up data using variables from within a page/template	Test	Y	
3.18	Dynamic Online Forms	Online forms capable of creating, receiving, and pushing data to/from multiple sources	Test	Y	
3.19	Group Announcements	Ability to make group announcements via email.	Demo	Y	
3.20	Simultaneous Data Extract, Multiple Locations	Ability to extract data simultaneously from multiple sources for presentation on a single web page	Test	Y	
3.21	Formatting Features	List formatting features, such as spell checking, included in the solution without additional software being installed on the content-provider's desktop	Demo	Y	
3.22	Import Existing Web Content	Solution to include capability for importing existing web server content into the CMS, especially	Test	Y	

Code	Requirement Title	Requirement Description	Verify Method	Included Y/N	Contractor Response Comments
		including Domino			
3.23	Staging Environment	Solution to include a staging environment where content can be viewed in the same way as presented to the end user	Demo	Y	
4.00	Technical				
4.10	MS Certified	The system must be certified on Windows Server 2000, Windows Server 2003, and Structured Query Language (SQL) Server platforms. The system must be compatible with Microsoft Internet Information Services v6.	Test		Pending certification with Microsoft.
4.20	Administration in IE 6	The administration portion of the system must work in Internet Explorer 6+.	Test	Y	
4.30	Multiple Administrators/Authors/Approvers	The system must scale to 100 or more administrators/authors/approvers, as the solution adoption grows.	Test	Y	
4.35	Centralized and Distributed Administration	Administrator must each have their own administration area.	Test	Y	
4.40	Out of Box Integration	Act as a family of products (out of the box integration, single Contractor support)	Demo	Y	
4.50	Cache	Ability to cache both elements and pages	Test	Y	
4.60	Server Licensing	The solution must have a server license model (not seat).	Inspect	Y	
4.70	Multiple Languages	Support multiple languages (double-byte languages).	Demo	Y	

Code	Requirement Title	Requirement Description	Verify Method	Included Y/N	Contractor Response Comments
4.75	Site Translation	Facilitates intuitive site translation, delivery of content in multiple languages.	Demo	Y	
4.80	Network Load Balance (NLB) Compatible	Ability to run on multiple servers and scale across multiple servers within an NLB environment	Test	Y	
4.90	Large Documents	Capability of supporting large documents	Test	Y	
4.91	No Site Failure if CMS Disabled	Live web sites or delivery mechanisms will not fail if the CMS is disabled	Test	Y	
4.92	Mingle CMS and Non-CMS Pages	Ability to co-mingle CMS sites/pages with non-CMS sites/pages	Test	Y	
4.93	Version Control	Solution to include ability to lock content to ensure that simultaneous users do not overwrite each other's changes. All content providers should be able to see their pages and only modify them if they are not checked out by another content provider	Test	Y	Positive locking approach
4.94	Plug-Ins	Capability to extend or enhance the capability of CMS using Contractor & third party plug-ins	Test	Y	

NOTE: Verify Method: describes the method the County will use to assure indicated requirement is included with the Solution.



CONTRACT

EGOVERNMENT CONTENT MANAGEMENT SYSTEM, ACQUISITION AND
IMPLEMENTATION

EXHIBIT B

COMPENSATION

1. Maximum Compensation Amount. The maximum amount of this contract shall not exceed \$128,250:

1.1. Software	\$ 35,000
1.2. Services	
1.2.1. Installation	\$ 3,750
1.2.2. Project Management and Design Services	\$ 10,000
1.2.3. Website Migration Services	\$ 57,750
1.3. Training	\$ 8,000
1.4. Travel	\$ 5,000

TOTAL	\$119,500
1.5. Maintenance and Support Services	\$ 8,750

GRAND TOTAL	\$128,250

2. Billing.

- 2.1. County shall provide Contractor with a written notice of completion when it determines that deliverable has been satisfactorily completed
- 2.2. After the County has provided notice of completion, Contractor shall submit itemized invoices to the County for the completed, approved deliverable. The County will pay the approved amount within thirty (30) days of receiving an approved invoice.
- 2.3. For purposes of billing, the "deliverables" shall be as described in Exhibits B-1 through B-5.
- 2.4. All completed maintenance and support service payments are final and non-refundable.

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eGOVERNMENT CONTENT MANAGEMENT SYSTEM, ACQUISITION AND
IMPLEMENTATION

EXHIBIT B-1

SOFTWARE LICENSE COSTS

Software Products	
IP CMS v7.0 Enterprise (includes the 50% local government discount) Includes Content Migration/Import Tool	\$25,000
IP CMS Developer SDK (per developer)	\$5,000
IP CMS LDAP integration (Active Directory only)	\$5,000
Total Proposed Software Products	\$35,000.00
Payment Terms: Due upon notice of completion of receipt of software.	

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eGOVERNMENT CONTENT MANAGEMENT SYSTEM, ACQUISITION AND
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EXHIBIT B-2

SPECIFIED THIRD PARTY PRODUCT COSTS

NONE

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eGOVERNMENT CONTENT MANAGEMENT SYSTEM, ACQUISITION AND
IMPLEMENTATION

EXHIBIT B-3

PROFESSIONAL CONSULTING SERVICES COSTS

Professional Services Installation services	
Installation Services	\$3,750
Total Installation services	\$3,750
Payment Terms: Due upon notice of completion of installation of software as measured by: <ul style="list-style-type: none"> - ability to add a new site - ability to edit content on a page - ability to publish new content - ability to add a new user - ability to add a new group - ability to add a new workflow 	

Travel Expenses	
1) Kickoff Meeting and Project Management (1 day)	\$1,000
2) System Installation and Testing and Project Management (2 days)	\$1,500
3) Training and Project Management (4 days)	\$2,500
Total Expenses	\$5,000
Payment Terms: Due upon notice of completion of each trip	

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Project Management and Design Services	
Project Management and Design Deliverables:	
1) Completion of the functional requirements document	\$2,000
2) Successful migration of the prototype design to the CMS	\$2,000
3) Design package uploaded to CMS	\$2,000
4) Phase 1 Department Websites Approved (first 5 departments)	\$2,000
5) Phase 1 Department Websites Approved (remaining departments)	\$2,000
Total Implementation Services	\$10,000
Payment Terms:	
Due upon notice of completion of each deliverable	

Web Site Migration Services	
Web Site Deliverables	
Each department is considered a separate deliverable	
Office of Emergency Services www.slocountyoes.com Pages: 80	\$4,200
Assessor www.slocoassr.net Pages: 10 Assets: 10,000	\$6,300
Agricultural Commission www.sloag.org Pages: 300 Assets: 100	\$3,850
Planning and Building www.sloplanning.org Pages: 463 Assets: 3000	\$5,250
Treasurer Tax Collector www.slocountytax.org Pages: 200	\$3,500

County of San Luis Obispo

Assets: 100	
Clerk-Recorder www.sloclerkrecorder.org Pages: 12500 Assets: 600	\$21,000
Drug & Alcohol Services www.slodas.org Pages: 70 Assets: 50	\$2,450
Mental Health (No url) Pages: 22	\$700
County Main Page www.co.slo.ca.us plus all 5 subdomains (Personnel, Veteran's Services, ITD, Admin/Risk Management, Board of Supervisors Pages: 200 Assets: 1500	\$6,300
County Public Health www.slopublichealth.org Pages: 50 Assets: 200	\$2,100
Home Page (Level 1) http://www.slocounty.org/eGov/ Pages: 1 Assets: 10	\$1,050
Sub Pages (Level 2) http://www.slocounty.org/eGov/ Living Here Working Here Business Visiting Government Emergencies Pages: 6 Assets: ?	\$1,050

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Total Web Site Migration Services	\$57,750
<p>Payment Terms:</p> <p>25% payment of Total Web Site Migration Services compensation due upon notice of completion of the Functional Requirements Document</p> <p>25% payment of Total Web Site Migration Services compensation due upon training of Solution migration self sufficiency as measured by notification of completion of all of the following 5 training classes :</p> <ol style="list-style-type: none"> 1) Education Session 2) Train the Trainer Provider and Approver 3) Administrator Training 4) System Administrator Training 5) Designer Training <p>50% payment due upon web site migration notification of completion of each department web site deliverable</p> <p>Notice of completion is determined by County Project Manager working with Department Representatives</p>	

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eGOVERNMENT CONTENT MANAGEMENT SYSTEM, ACQUISITION AND
IMPLEMENTATION

EXHIBIT B-4

TRAINING COSTS

Training Services	
8 four hour training sessions (\$1000 per session)	\$8,000
Total Training Services	\$8,000
Payment Terms: \$1,000 due upon the accepted completion of each of 8 training sessions. All training sessions to be completed before completion of this project.	

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IMPLEMENTATION

EXHIBIT B-5

MAINTENANCE AND SUPPORT SERVICE COSTS

Maintenance and Support Services	
Maintenance	\$8,750
Total Maintenance and Support Services	\$8,750
Payment Terms: \$8,750 due upon commencement of Maintenance obligations pursuant to Exhibit A-5 "Maintenance and Support Services", section 3.2.	

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IMPLEMENTATION

EXHIBIT C

EFFECTIVE DATE AND DURATION

1. Effective Date. This contract shall be effective as of the date of the signature of the County. The County shall be the last to sign this contract.
2. Service Date. Services shall commence on or after the effective date and upon proof of receipt of certification by California Secretary of State of Contractor's registration to do business in the State of California.
3. Duration. Contractor recognizes and agrees that time is of the essence in this contract. Both County and Contractor will work diligently so that to meet performance dates.
 - 3.1. Unless as otherwise provided for herein, Contractor shall grant the licenses, install and configure the software, provide initial and current updates, test the effectiveness, and provide the agreed-upon training so that on or before May 15, 2006 the County website will be live and fully functional for public access.
 - 3.2. The expiration of this contract shall be twelve months after commencement of the maintenance and support services as provided for in Exhibit A-5 "Maintenance and Support Services", section 2.

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eGOVERNMENT CONTENT MANAGEMENT SYSTEM, ACQUISITION AND
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EXHIBIT D

GENERAL CONDITIONS

1. Termination for Convenience. Either party may terminate this contract at any time by giving the other party thirty (30) days written notice of termination. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services provided occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination.
2. Termination for Cause. If any of the following occur, either party shall have the right to terminate this contract effective immediately upon giving written notice to the other party. Rights or obligations of either party for services satisfactorily performed prior to the termination shall not be affected.
 - 2.1. Either party has failed to perform its duties in a timely and professional manner, and has not cured such failure within thirty working days after having received written notice thereof.
 - 2.2. Funds intended for use for compensation in this contract become unavailable for use for the purposes of this contract. Contractor shall be paid for all work completed prior to the effective date of termination.
3. Status of the Parties' Officers/Employees/Agents. Contractor, its officers, agents, employees, contractors and subcontractors, shall at all times during this contract be independent contractors. Neither party's officers, employees, agents, partners, other contractors or subcontractors shall be deemed to be employees of the other party at any time. Nothing in this contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this contract; provided always, however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. No officer, employee, agent, partner, other contractor or subcontractor of the other party shall be eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, appeals to the Civil Service Commission or any other benefits which inure to or accrue to a County civil service employee. The only performance and rights due the other party are those specifically stated in this contract or existing as a matter of law.
4. Warranty of Professional Services. Each party warrants that to the extent trained, professional staff is necessary to perform this contract that the staff members will at all times be properly trained, certified and licensed under the laws and regulations of the State of California to provide the special services herein described. If either party is not reasonably able to provide qualified personnel to perform its obligations hereunder, the other party may, at its sole discretion, immediately terminate this contract for cause upon written notice.

Rights or obligations of either party for services satisfactorily performed prior to the termination shall not be affected.

5. Authority. Any individual executing this contract on behalf of Contractor represents and warrants that he or she is duly authorized to execute and deliver this contract on behalf of the Contractor, and that this contract is binding upon said Contractor in accordance with its terms

6. Indemnification

Contractor shall defend, indemnify and hold harmless up to a maximum amount of \$1,000,000, the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses, that may be asserted by any person or entity, and that arise out of or are made in connection with

- a. the intellectual property infringement indemnity provided for in Exhibit A-1 "Software Licenses", section 7.4.2;
- b. breach of any statute, ordinance or regulation to which Contractor's services or products are subject in California or the United States, as applicable;
- c. personal injury or death caused by the negligence or wilful misconduct of Contractor or its employees; and
- d. property damage to County property caused by the negligence or wilful misconduct of Contractor or its employees.

The obligation to indemnify shall be effective and shall extend to all such above claims and losses, in their entirety. However, this indemnity will not extend to any claims or losses to the extent that such claims or losses arise out of the negligence or willful misconduct of the County, its officers and employees.

It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

Limits on Liability –

- a. Indirect damages –in no event will Contractor be liable to County for any indirect damages or losses (in contract or tort) in connection with, or arising under this agreement, including but not limited to damages for lost profits, lost savings, or incidental, consequential, or special damages, even if caused by Contractor's negligence and even if Contractor has knowledge of the possibility of such potential loss or damage.
- b. Neither party shall be liable for any third party claims made against the other party.
- c. If for any reason, Contractor becomes liable to County for direct or any other damages for any cause whatsoever, and regardless of the form of action (in contract or tort including negligence), incurred in connection with or arising under this agreement, then the Aggregate liability of Contractor for all damages, injury, and liability will be limited to a maximum amount equal to the amount paid by County to Contractor in the previous 12 months, less the amount of any damages already paid.
- d. County may not bring or initiate any act or proceeding arising out of or related to this Agreement against Contractor more than two years after the cause of action has arisen.

7. Insurance.

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this contract. Such policies shall be maintained for the full term of this contract and the related warranty period (if applicable) ~~and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this contract and acceptance by the County.~~ Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

7.1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this contract.

b. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this contract. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC / EL")

This policy shall include at least the following coverage's and policy limits:

1. Workers' Compensation insurance as required by the laws of the laws of the State of California; and

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2. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.

d. PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")

This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this contract ~~and for two (2) years thereafter with respect to incidents which occur during the performance of this contract~~). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

7.2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this contract. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

7.3. ENDORSEMENTS

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Contractor's performance of work under this contract (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL)
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC /EL & PL);

- f. Deductibles and self-insured retentions must be declared (All Policies).

7.4. ABSENCE OF INSURANCE COVERAGE

County may direct Contractor to immediately cease all activities with respect to this contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage's at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

7.5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION

Prior to commencement of work under this contract, and annually thereafter for the term of this contract, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage's. The County of San Luis Obispo shall be an additional named insured. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. Upon request, the County of San Luis Obispo is entitled to receive a copy of the whole policy and not just the "face sheet." The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Janette Pell
Chief Information Officer
County of San Luis Obispo
Information Technology Department
County Government Center, Room 400
San Luis Obispo, CA 93408

8. The parties expressly agree that the indemnification and insurance clauses in this contract are an integrated part of the performance exchanged in this contract. The compensation in this Contract includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.
9. If Contractor fails or refuses to procure or maintain the insurance required by this section or fails or refuses to furnish County with required proof that insurance has been procured and is in force and paid for, County shall have the right, at County's election, to forthwith terminate the contract.

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10. Records.

- A. Contractor shall keep complete and accurate records for the services performed pursuant to this contract and any records required by law or government regulation and shall make such records available to County upon request.
- B. Contractor shall assure the confidentiality of any records that are required by law to be so maintained. County and Contractor mutually agree to maintain as confidential all proprietary information which they may become aware of as a result of installing and maintaining the system or being on County premises in connection with installation, maintenance or training.
- C. Contractor shall prepare and forward such additional or supplemental records as County may reasonably request.

11. Accounting.

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system that clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation specific to the County project available on demand to County for inspection and audit. Disallowed costs shall be repaid to County.

County may require at its own expense, an audit of Contractor's accounting records related to the County's project to be conducted by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

12. Cost Disclosure.

Pursuant to Government Code section 7550, if the total cost of this contract is over \$5,000, Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and sub-contracts relating to the preparation of such documentation or written

report. The contract and sub-contract numbers and dollar amounts shall be contained in a separate section of such document or written report.

13. No Assignment of Contract.

Neither party may delegate its rights or obligations under this contract and shall not assign or otherwise transfer its rights or obligations or any interest herein without the express prior written consent of the other party. Any attempted assignment, transfer, delegation, hypothecation or subletting without the other party's prior written consent shall be null and void.

14. Applicable Law and Venue.

This contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that issues of validity, interpretation and enforcement shall be governed and determined by the laws of the State of California. All of the parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this contract.

15. Severability.

The invalidity of any provision of this contract shall not affect the validity or enforcement of any other provision of this contract.

16. Entire Contract and Modifications. This contract supersedes all previous contracts on the same subject and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective or binding unless in writing and signed in advance of the effective date by both parties.

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eGOVERNMENT CONTENT MANAGEMENT SYSTEM, ACQUISITION AND
IMPLEMENTATION

EXHIBIT E

SPECIAL CONDITIONS

1. Contractor will be required to comply with the County's security policies, which will be provided by County; this includes a "Third Party Application for Remote Access" and an "Acceptable Use Policy", if required by the County; and will be required to adhere to HIPAA regulations if access to individually identifiable health information is necessary to perform this contract.
2. Beginning at the end of the warranty period and continuing for 2 years afterwards, County may purchase future department web site migrations from Contractor to complete this work at the following discounted rates:
 - 2.1. Option 1. up to 359 hours at \$95/hour
 - 2.2. Option 2. 360 to 479 hours at \$90/hour
 - 2.3. Option 3. 480 to 599 hours at \$85/hour
 - 2.4. Option 4. 600 hours or more at \$80/hour
3. For the duration of the warranty period, County may retain Contractor for special development, additional training, or consulting at a rate not to exceed \$95 per hour.
4. Beginning at the end of the warranty period and continuing for 2 years afterwards, County may retain Contractor for special development, additional training, or consulting at a rate not to exceed \$95 per hour. Year-over-year consulting and Maintenance fee increases will not exceed 5% per year.

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eGOVERNMENT CONTENT MANAGEMENT SYSTEM, ACQUISITION AND
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EXHIBIT F

IRONPOINT V7 BASE PRODUCT DESCRIPTION

- Contractor Software includes the content migration services tool at no additional charge.

Item	Description
M-1	User Manager <ol style="list-style-type: none">1. Alphabetical search by last name, other and all2. Search users by first name, last name, preferred full name and email.3. Search users by groups or group folder4. Activate, deactivate, lockout and delete users5. Add and edit user details6. View users responsibilities and rights7. Change users password8. Add and edit users extended personal information9. Add and remove users from groups
M-2	Group Manager <ol style="list-style-type: none">10. Key word search by group name11. Search groups by group folder12. Activate, deactivate, and delete groups13. Add and edit group details14. View groups responsibilities15. Configure group roles16. Add and remove members from groups17. Configure group sites18. Configure group administrative tools19. Configure group user domains20. Configure group asset domains21. Configure group page types22. Configure group HTML permissions23. Manage group folders
M-3	Workflow Manager <ol style="list-style-type: none">24. Configure workflows by site25. Associate workflows with site pages26. Search workflows by workflow name27. Search workflows by workflow folder28. Add and edit workflows29. Activate, deactivate and delete workflows

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30. Add and edit workflow details
31. Configure workflow sites
32. Configure workflow monitors
33. Configure workflow providers
34. Configure workflow approval levels
35. Add end edit individuals and groups in approval levels
36. Order approval levels
37. Configure approval type (all, majority, one)
38. Configure escalation time
39. Manage workflow folders

M-4 Digital Asset Manager

40. Search digital assets by keyword
41. Search digital assets by digital asset folder
42. Add and edit digital assets
43. Activate, deactivate and delete digital assets
44. Add and edit digital asset details
45. Configure digital asset sites
46. Preview digital assets
47. Download digital assets
48. View and restore digital asset versions
49. View digital asset usage
50. Manage digital asset folders

M-5 Syndication Manager

51. Add and edit pagelet content
52. Activate, deactivate and delete pagelet content
53. Manage pagelet content folders

M-6 Sites Manager

54. Add and edit sites
55. Activate, deactivate and delete sites
56. Add and edit site details
57. Order sites
58. Configure site publication
59. Configure site user profile
60. Configure site emails
61. Configure site variables

M-7 Publish HTML

62. Publish HTML content with automated logical URLs (e.g. www.mysite.com/homepage/aboutus.html)
63. Configure publication details by site
64. Configure publishing schedule by day and time
65. Emergency publish entire site or section

M-8 Page Types

66. Configure page types by site
67. Register new page types to the system

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- 68. Order page types
- 69. Active/deactivate page types
- 70. Configure page type properties

M-9 Site Design

- 71. Configure site design templates by site
- 72. Associate site design templates with site pages
- 73. Configure pages for the section menu
- 74. View history of design package uploads
- 75. Upload and download site design packages by site
- 76. Preview site design templates

M-10 Meta Tags

- 77. Configure meta data form by site
- 78. Add, edit and remove meta data questions
- 79. Order meta data questions
- 80. Preview meta data questions

M-11 Global System Variables

- 81. Configure system-wide user profile
- 82. Configure system-wide default emails
- 83. Configure system-wide variables
- 84. Configure system-wide meta data

M-12 Developer

- 85. View tracing information
- 86. View Cache objects
- 87. View session objects
- 88. View build number
- 89. View browser information
- 90. View developer documentation

M-13 Administration Menu

- 91. View managers and system functionality
- 92. Toggle to admin centre and back to site
- 93. View my sites
- 94. View my page
- 95. View site menu
- 96. Logout
- 97. View help documentation

M-14 My Page

- 98. Edit personal information
- 99. Change password
- 100. View responsibilities and rights
- 101. View personal information

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1.1 PageTypes

Item	Description
PT-1	Home Page <ul style="list-style-type: none">102. All new sites have home page103. Includes one HTML editor
PT-2	Login <ul style="list-style-type: none">104. All new sites have login page105. Link to post login page106. Link to join form page107. Remember password feature108. Forget password feature
PT-3	General Content <ul style="list-style-type: none">109. Include two HTML editors
PT-4	Site Map <ul style="list-style-type: none">110. Shows all top level pages in the site111. Allows users to show how many levels they want to show in site map
PT-5	Calendar <ul style="list-style-type: none">▪ Non-graphical calendar that:<ul style="list-style-type: none">111.1. Displays events in chronological and reverse chronological order111.2. Displays all year or month to month
PT-6	Survey <ul style="list-style-type: none">112. Create, edit and delete surveys113. Configure response limit for surveys114. Open surveys in new or same window115. Email all surveys to survey managers116. Add, edit and delete the following question types:<ul style="list-style-type: none">117. Category118. Page Break119. Attachment120. Checkbox121. Country Selector122. Description123. Drop-Down List124. Email Address125. List (Single Selection)126. List (Multiple Selection)127. Radio Button128. Rank129. Telephone Number130. Text Area131. Text (Single Line)

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	<ul style="list-style-type: none"> 132. Place questions on top or left 133. Make response required 134. Create or link thank you content 135. Preview Surveys
PT-7	Search <ul style="list-style-type: none"> 136. Search site content 137. Search site attachments
PT-8	Application Form <ul style="list-style-type: none"> 138. Create, edit and delete application forms for the system 139. Allow users to sign-up and change user information 140. Allow users to join groups 141. Allow users to add site and system information
PT-9	Attachment <ul style="list-style-type: none"> 142. Upload attachments from hard drive or digital asset manager 143. Open attachments in new or same window
PT-10	Link <ul style="list-style-type: none"> 144. Allow internal and external links 145. Open links in new, same or I-Frame window

1.2 Page Service Features

Item	Description
PS-1	Page Properties <ul style="list-style-type: none"> 146. Title 147. Location line and ability to move content across sections of a site 148. Page type name 149. Teaser content that is displayed under the child page link 150. Last modified date, time and user 151. Last published date and time 152. Publish date and time 153. Follow-up task type, date and time
PS-2	HTML Editor <ul style="list-style-type: none"> 154. Print 155. Spell Check 156. Cut 157. Copy 158. Paste 159. Undo

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- 160. Redo
- 161. Digital Asset
- 162. Table
- 163. Create Link
- 164. Undo Link
- 165. Symbols
- 166. Insert Paragraph
- 167. Bold
- 168. Italics
- 169. Underline
- 170. Justify Left
- 171. Justify Right
- 172. Justify Centre
- 173. Justify Full
- 174. Numbered List
- 175. Bulleted List
- 176. Outdent
- 177. Indent
- 178. Horizontal Rule
- 179. Superscript
- 180. Subscript
- 181. Toggle Borders
- 182. Help
- 183. Font Type
- 184. Font Size
- 185. Font Color
- 186. Back Color
- 187. CSS Class
- 188. Paragraph Style
- 189. Custom Links
- 190. Code Cleaner
- 191. HTML Snippets

PS-3 Sub-Page Management

- 192. Insert New Page Types
- 193. Insert Library Items
- 194. Manage draft pages
- 195. Find pages
- 196. Order pages by number and arrows
- 197. Title link to child page
- 198. Type of page type
- 199. Status of page type in the workflow
- 200. Activate/deactivate pages
- 201. Archive pages
- 202. Preview pages

PS-4 Workflow

- 203. View workflow
- 204. View current workflow status

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205. View workflow notes

PS-5

Syndication

206. Add pagelet to page

PS-6

Personalization

207. Personalize content

208. Select/deselect personalization groups

PS-7

Page History

209. View page history

210. Restore page

PS-8

Meta Data

211. Insert meta data responses

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eGOVERNMENT CONTENT MANAGEMENT SYSTEM, ACQUISITION AND
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EXHIBIT G

COUNTY WEBSITES FOR MIGRATION

Site <i>NOTE: IronPoint will only migrate static content- any dynamic content will be linked from the new site or migrated to the new server and linked in an I-frame (eg: database or code driven content).</i>	Estimated hours for contractor to convert required departments. These hours are listed for informational purposes only. Contractor compensation is based on notice of completions by County.
Office of Emergency Services www.slocountyoes.com Pages: 80	60 hours
Assessor www.slocoassr.net Pages: 10 Assets: 10,000	90 hours
Agricultural Commission www.sloag.org Pages: 300 Assets: 100	55 hours
Planning and Building www.sloplanning.org Pages: 463 Assets: 3000	75 hours
Treasurer Tax Collector www.slocountytax.org Pages: 200 Assets: 100	50 hours
Clerk-Recorder www.sloclerkrecorder.org Pages: 12500 Assets: 600	300 hours

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Drug & Alcohol Services www.slodas.org Pages: 70 Assets: 50	35 hours
Mental Health (No url) Pages: 22	10 hours
County Main Page www.co.slo.ca.us plus all 5 subdomains Pages: 200 Assets: 1500	90 hours
County Public Health www.slopublichealth.org Pages: 50 Assets: 200	30 hours
Home Page (Level 1) http://www.slocounty.org/eGov/ Pages: 1 Assets: 10	15 hours
Sub Pages (Level 2) http://www.slocounty.org/eGov/ Living Here Working Here Business Visiting Government Emergencies Pages: 6	15 hours
Total	825 hours

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